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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

FILED
CLERK

2015 APR 15 PM 1:32

U.S. DISTRICT COURT
EASTERN DISTRICT
OF NEW YORK

COGAN, J.

MAERSK LINE,

Plaintiff,

vs.

TRANSCO SHIPPING CORPORATION,

Defendant.

Civil Action No.

CV 15 - 2154

**COMPLAINT
IN ADMIRALTY**

Plaintiff, Maersk Line ("Plaintiff" or "Maersk"), by its attorneys, Nowell Amoroso Klein Bierman, P.A., by way of Complaint against Defendant, Transco Shipping Corporation ("Defendant" or "Transco"), avers as follows:

JURISDICTION

1. This Court has jurisdiction under 28 U.S.C. §§ 1331 and 1333. This matter arises under the laws of the United States, in particular, The Shipping Act of 1984 (as amended), 46 U.S.C. § 40101 et seq. (hereinafter "the Shipping Act"), and involves contract(s) within the jurisdiction of this Court or claims pendent or ancillary to the same. This is an admiralty and maritime claim.

FIRST COUNT

(For Money due Under Tariff & Service Contracts)

2. Maersk is a common carrier by water, *inter alia*, in the interstate and foreign commerce of the United States as defined in the Shipping Act and was such a common carrier for the benefit of Defendant.

3. Defendant is and was at all times herein mentioned, a natural person, firm, association, organization, partnership, corporation, business, trust, or public entity, with its principal place of business or residence in this district and is and was a legal entity capable of being sued.

4. Venue is proper in this judicial district because it is where the claim arose and/or because Defendant resides or does business in the district.

5. Plaintiff has filed a schedule of its rates and charges and service contracts for the carriage of cargo, wharfage and dockage detention and demurrage with the Federal Maritime Commission or has otherwise maintained said rates, charges, tariffs or service contracts pursuant to the Shipping Act. Pursuant to the Shipping Act, Plaintiff is prohibited from transporting cargo for a lesser rate than that specified in its tariffs or service contracts. The Shipping Act also prohibits Defendant from obtaining transportation or attempting to obtain transportation of cargo at lesser rates.

6. Plaintiff transported cargo for the benefit of Defendant during 2012-2013 in the foreign commerce of the United States in the course and scope of Defendant's NVOCC operations. Such transportation and services provided are evidenced by Plaintiff's service contracts, bills of lading and/or freight bills, invoices, credit agreements and freight guarantees, the terms of which are incorporated herein through this reference. Plaintiff has fully performed its tariff obligations. A summary of the relevant bills of lading and invoices are attached hereto as Exhibit "A" and made a part hereof.

7. Plaintiff has demanded that Defendant pay the full amount due of \$24,252.00.

8. Defendant has knowingly and willfully failed and refused to pay Plaintiff the full amount due.

9. Consequently, Defendant is liable to Plaintiff in the amount of \$24,252.00, plus reasonable attorney fees and interest thereon.

SECOND COUNT
(Breach of Written Contract)

10. Plaintiff restates and re-alleges the allegations contained in paragraphs 1 through 9 of the Complaint as if fully set forth herein.

11. Said transportation was performed pursuant to written contract(s) of carriage and/or service contracts between Plaintiff and Defendant, as evidenced by said bills of lading and/or invoices listed in Exhibit "A."

12. Plaintiff has fully performed its obligations under said contracts except those obligations, if any, which Plaintiff was excused from performing.

13. Plaintiff has demanded that Defendant pay the amount due under said contracts and the Defendant has refused to pay thereon.

14. Consequently, Defendant is liable to plaintiff in the amount of \$24,252.00, plus reasonable attorney fees and interest thereon.

THIRD COUNT
(Unjust Enrichment)

15. Plaintiff restates and re-alleges the allegations contained in paragraphs 1 through 14 of the Complaint as if fully set forth herein.

16. Defendant has been unjustly enriched by failing to pay the ocean freight and/or detention charges in an amount not less than \$24,252.00.

FOURTH COUNT
(Quantum Meruit)

17. Plaintiff restates and re-alleges the allegations contained in paragraphs 1 through 16 of the Complaint as if fully set forth herein.

18. The fair value of the ocean cargo carriage and/or detention services provided by Plaintiff to Defendant is not less than \$24,252.00.

FIFTH COUNT
(Account Stated)

19. Plaintiff restates and re-alleges the allegations contained in paragraphs 1 through 18 of the Complaint as if fully set forth herein.

20. Plaintiff issued the subject bills of lading on behalf of Defendant as consignee.

21. Based on the account stated, Plaintiff has been damaged in an amount not less than \$24,252.00.

SIXTH COUNT
(Attorney Fees)

22. Plaintiff restates and re-alleges the allegations contained in paragraphs 1 through 21 of the Complaint as if fully set forth herein.

23. The bill of lading provides at Section 16.6 that "If the Merchant fails to pay the Freight when due he shall be liable also for payment of service fee, interest due on any outstanding and/or overdue sum, reasonable attorney fees and expenses incurred in collecting any sums due to the Carrier."

24. Based on the terms of the bill of lading, Defendant is liable to Plaintiff for reasonable attorney fees and expenses incurred in collecting any sums due to Maersk.

WHEREFORE, Plaintiff demands judgment against Defendant in an amount not less than \$24,252.00, plus interest, court costs, attorney fees and such other relief as the court deems just and equitable.


Dated: Hackensack, New Jersey
April 13, 2015

NOWELL AMOROSO KLEIN BIERMAN, P.A.
Attorneys for Plaintiff, Maersk Line

By: /s/ Rick A. Steinberg
Rick A. Steinberg (RS-7396)
155 Polifly Road
Hackensack, New Jersey 07601
(201) 343-5001

A handwritten signature in black ink, appearing to read 'Rick A. Steinberg', is written over the typed name.

EXHIBIT "A"

| | | | | |
|--|--|---|--|--|
|  MAERSK LINE | | NON-NEGOTIABLE WAYBILL | | SCAC MAEU B/L No. 589997693 |
| Shipper SEAMASTER GLOBAL FORWARDING (CHINA) LIMITED. AS AGENT FOR TOLL GOLBAL FORWARDING (HONG KONG) LTD. RM.205,NO.175 EAST YAN AN ROAD, SHANGHAI,CHINA TEL:021-23305700 FAX:021-23305711 | | Booking No. 589997693 | | Export references C00260339 |
| Consignee TRANSCO SHIPPING CORP One Cross Island Plaza, Suite 120 Rosedale, NY 11422 Tel#: 718-528-5000 Fax#: 866-240-0568 | | Svc Contract 605388 | | |
| Notify Party TRANSCO SHIPPING CORP One Cross Island Plaza, Suite 120 Rosedale, NY 11422 Tel#: 718-528-5000 Fax#: 866-240-0568 | | This contract is subject to the terms and conditions of the law & jurisdiction clause and limitation of liability & declared value clauses, of the Bill of Lading available from the carrier, its agents and at www.maerskline.com which are subject to logical amendments (mutatis mutandis). To the extent necessary to enable the Carrier to sue and to be sued under this contract, the Shipper on entering into this contract does so on his own behalf and as agent for and on behalf of the Consignee and warrants that he has the authority to do so. The shipper shall be entitled to change the Consignee at any time before delivery of the goods provided he gives the Carrier reasonable notice in writing. Delivery will be made to the Consignee or his authorised agent on production of reasonable proof of identity (and, in the case of agent, reasonable proof of authority) without production of this waybill. The Carrier shall be liable for liability whatsoever for misdelivery unless caused by the Carrier's negligence. Onward inland route (not part of Carriage as stated in clause 1. For account and risk of Merchant) | | |
| Vessel MAERSK MERLION | Voyage 1211 | Place of Receipt. Applicable when document used as Multimodal Waybill | | |
| Port of Loading SHANGHAI, CHINA | Port of Discharge Miami,fl,United States | Place of Delivery. Applicable only when document used as Multimodal Waybill | | |

PARTICULARS FURNISHED BY SHIPPER

| | | |
|--|-------------------------------|-----------------------------------|
| Kind of Packages; Description of goods; Marks and Numbers; Container No./Seal No. 1 Container Said to Contain 390 Cartons COOLERS S/C:605388 SCAC:SMMB HBL:SSHA0462471 N/M TTNU9725526 ML-CN5562025 40 DRY 9'6 390 cartons 5262.000 KGS 64.3000 CBM SHIPPER'S LOAD, STOW, WEIGHT AND COUNT FREIGHT COLLECT CY/CY | Weight 5262.000 KGS | Measurement 64.3000 CBM |
|--|-------------------------------|-----------------------------------|

Above particulars as declared by Shipper, but without responsibility of or representation by Carrier.

| | | | | | |
|--|------|--|----------|---------|---------|
| Freight & Charges | Rate | Unit | Currency | Prepaid | Collect |
| Carrier's Receipt: total number of containers or packages received by Carrier 1 container | | | | | |
| Shipped on Board Date (Local time) 2012-08-01 | | Date Issue of Waybill 2012-08-02 | | | |
| Declared Value (where applicable) 7.3 of the Maersk Line Bill of Lading for Declared Value of US\$ | | | | | |
| Shipped, as far as ascertained by reasonable means of checking, in apparent good order and condition unless otherwise stated herein the total number or quantity of Containers or other packages or units indicated in the box opposite entitled "Carrier's Receipt" | | | | | |
| Signed for the Carrier A.P. Moller - Maersk trading as Maersk Line | | | | | |
| As Agent(s) for the Carrier | | | | | |




MAERSK
LINE

Maersk Agency U.S.A., Inc.
9300 Arrowpoint Boulevard
Charlotte NC 28273-8136

Original

DETENTION INVOICE Number: 5247353278

| | |
|---|---|
| Bill-to Party : C TRANSPORT SERVICES INC 13390 SW 46TH CT MIRAMAR FL 33027 | Invoice Date: 08-14-2013 Due Date: 08-14-2013 Payment terms: Payable immediately |
| Attention of: DET/DEM ACCOUNTS PAYABLE On behalf of : C TRANSPORT SERVICES INC 13390 SW 46TH CT MIRAMAR FL 33027 | Our Contact: Doretha Pettaway Our Telephone: 1-7045712362 |

Customer No: US00949403

Maersk Agency U.S.A., Inc. as agent for carrier A.P. Moller Maersk A/S
Esplanaden 50, DK 1098 Copenhagen K, Denmark.
Trading under the name Maersk Line with below VAT number:
DK53139655 - applicable for exports to or imports from EU shipment (transactions not reported on EC Sales List)
DK12559410 - applicable for intra-EU or outside EU shipment (transactions reported on EC Sales List)

Total Amount Due

| Condition | Rate | Base Value | Total(USD) |
|------------------------|--------|------------|------------------|
| Net value | | | 24,252.00 |
| 0% Non EU services VAT | 0.00 % | 24,252.00 | 0.00 |
| Amount Due | | | 24,252.00 |

Bill of Lading Number: 589997693

| | | | |
|---------------|--------------------------|---------------|---------------|
| Origin | Destination | Vessel | Voyage |
| | Place of Delivery: Miami | | |

| Description | Container | Type | Start | End | Qty | UoM | ROE | Total(USD) |
|--|-------------|--------|------------|------------|-----|-----|---------|------------|
| Freetime | | | 08-30-2012 | 09-08-2012 | 10 | | | |
| Per Diem | TTNU9725526 | 40 DRY | 09-09-2012 | 08-02-2013 | 1 | CNT | 1.00000 | 24,252.00 |
| Tier 1: 5 Days x \$70.00 = \$350.00 | | | | | | | | |
| Tier 2: 323 Days x \$74.00 = \$23902.00 | | | | | | | | |
| Loc: MIATM - Line: P3 - Contract: 605388 | | | | | | | | |
| Billable Days: 328 | | | | | | | | |

Total Due: 24,252.00

* Service Contract Number:
* Credit cards are now being accepted for demurrage and detention payments
Demurrage - Simply call the Maersk Release Team at 877-699-9444, option #1
Detention - Simply call the Maersk D&D Team at 877-699-9444, option #5
* Electronic payments:
* For proper application of your funds, include a copy of your Maersk invoice(s) or bill of lading number(s) with your payment.



MAERSK
LINE

Maersk Agency U.S.A., Inc.
9300 Arrowpoint Boulevard
Charlotte NC 28273-8136

DETENTION INVOICE Number: 5247353278

For electronic payments, please forward your remittance information via email to NAMFRCSVCACH@maersk.com.

* Bank: Bank of America

Account Information:

Wire Only- ABA: 026009593 Account: 4426928403

ACH Only- ABA: 111000012 Account: 4426928403

Type of Account: Customer Connections Account

* If paying by check, please remit payment to:

Maersk Agency U.S.A., Inc.

Attention: Payment Services - 3rd Floor South

9300 Arrowpoint Blvd

Charlotte, NC 28273-8136